

**MRUUSD and LMHUUSD
ELEMENTARY SCHOOL TRANSFER PROGRAM**

Philosophy

Acknowledging that parent and guardian perception of what is beneficial for a child is valid and valuable information, especially at the elementary school level, and acknowledging that the ultimate goal of our schools is to provide the best possible education to each child by utilizing all the resources available to us, it is recommended that a program allowing student transfer among the four elementary schools within the Mill River Unified Union School District (MRUUSD) and the Ludlow - Mt. Holly Unified Union School District (LMHUUSD) be implemented in accordance with the terms and conditions contained herein.

ARTICLES OF AGREEMENT

Article I - Introduction

The undersigned school board chairs, having been duly authorized by their respective school boards, hereby enter into the following agreement to maintain an elementary school transfer program for elementary students in the MRUUSD and students in the LMHUUSD.

Article II - Definitions

- Transfer: Enrollment in one of the five public elementary schools – Clarendon Elementary School, Ludlow Elementary School, Mt. Holly Elementary School, Shrewsbury Mountain School, Tinmouth Elementary School, and Wallingford Elementary School – other than the school of residence.
- Elementary: Grades K - 6
- Sending school: The home school of a participating student.
- Receiving school: The school chosen by a participating student.
- Eligible student: Any elementary student residing in the MRUUSD or Ludlow-Mt. Holly attendance areas, in accordance with Article 3B stated below.
- Transfer student: A student that is participating in this program and is attending a receiving school, which is not in the student’s home school attendance area.
- ADM: The Average Daily Membership computation in the state aid to education formula.
- Excess costs: Additional expenditures that are required by law to implement individual education plans (IEP’s) for students with disabilities.
- Participating schools: The elementary schools in Clarendon, Ludlow, Mt. Holly, Shrewsbury, Tinmouth, and Wallingford.

Article III - Implementation

- A. MRUUSD shall permit a sum total up to six (6) students to attend Ludlow or Mt. Holly Elementary Schools and LMHUUSD shall permit a sum total up to six (6) students to attend MRUUSD elementary schools. Neither MRUUSD nor LMHUUSD shall be subject to a total loss or gain disparity of more than two students during any school year.
- B. Students must be eligible for enrollment in the elementary school of their home school attendance area in order to be eligible for enrollment in this school transfer program.
- C. Transfer students must be accepted on a nondiscriminatory basis.
- D. Before approving transfers, each participating school board shall define its capacity limits at each grade level for the ensuing school year according to current class size policies regarding minimum and maximum class sizes. Transfer students that would increase or decrease class enrollment sizes that would require the hiring or reducing of additional staff may be refused.
- E. Except with respect to students eligible for special education requiring the expenditure of excess costs, MRUUSD and the LMHUUSD will direct a total of 50% of the state support grant amount for each transfer

student to the receiving district (pro-rated for any transfer student not attending for the full academic year). Each sending district shall count toward its ADM its own resident students who choose to attend other participating schools.

F. Each transfer student attending another participating school, unless expelled in accordance with the receiving school's policy and federal and state law, shall be guaranteed enrollment in that school until matriculation to 7th grade for as long as the student continues to reside in the MRUUSD or LMHUUSD attendance areas.

G. Students participating in the elementary school transfer program do not need to reapply for subsequent years. Students not currently enrolled must reapply to be considered for openings for each new school year.

H. This program and the parameters established for this program only apply for students who apply for inclusion through the timelines and process outlined in Article V.

Article IV. Duration of the Program

The program shall be implemented until dissolved by the boards involved.

Article V. Selection of Students to Participate

A. Students shall be selected for enrollment in the elementary school transfer program at all participating schools in a nondiscriminatory manner.

B. Students and families shall be notified of the opportunity to apply for admission for the next school year, and the procedures for doing so no later than April 15.

C. The deadline for submitting an application for the next school year to the MRUUSD Superintendent's office is May 15.

D. If more than the agreed upon number of students wish to transfer between MRUUSD and LMHUUSD, a wait list shall be instituted.

E. Parents must notify the MRUUSD Superintendent's Office of their decision to transfer to the receiving school within two weeks of receipt of notification of their child's acceptance into the transfer program.

Article VI - Return to Sending School

If a transfer student no longer wishes to continue being enrolled at the receiving school, the student may only return to the sending school. The student is eligible to begin the elementary school transfer application process again according to the same application provisions as all other eligible students.

Article VII - Discipline

Transfer students under this program are subject to the disciplinary policies and procedures of the receiving elementary school. The sending school is not required to provide services to a student during a period of suspension or expulsion imposed by the receiving school.

Article VIII - Special Education, Section 504, Act 157

Both the sending and receiving districts will work collaboratively to ensure that the needs of students with disabilities are met. In the case of students eligible for special education, subject to any state and federal requirements, the sending district shall retain fiscal obligations as well as responsibility for management and oversight of a student's individual education plan, while the receiving district shall be responsible for hiring and supervising personnel who provide services to such students. The receiving district shall carry out the IEP, including placement, developed by the sending district. If the receiving district decides that a student not on an IEP may be eligible for special education services or that an existing IEP should be altered, it shall notify the sending district. Whenever a sending district considers special education eligibility, development of an IEP, or changes to a plan regarding a transfer student, it shall give notice of meetings to the receiving district and provide an opportunity for a representative of that district to attend the meetings and participate in the

decision-making. If there are any costs associated with providing 504 or Act 157 services, those costs will be charged to the sending district.

Article IX - Activity Eligibility and Participation

Each participating school shall treat all enrolled students, regardless of the school of origin, in the same fashion with regard to eligibility for and participation in activities.

Article X - Transportation

Transportation to the receiving school is not provided for students who participate in this program.

Article XI - Amendment and Dissolution

A. The foregoing articles of agreement may be amended or dissolved by a vote of either the MRUUSD or the LMHUUSD Board of Directors.

B. A participating district may not withdraw from this agreement during the school year.

C. Notwithstanding the above, the provisions of Articles 3E and 3F shall not be amended nor dissolved with respect to students who have already exercised the option to transfer to another participating school.

**AGREED TO, SIGNED AND DATED BELOW BY THE DULY
AUTHORIZED SCHOOL BOARD CHAIRS:**

Mill River Unified Union School District

Date

Ludlow Mt. Holly Unified Union School District

Date